

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Burson-Marsteller, LLC	2. Registration No. 6227
3. Name of Foreign Principal The Government of the Republic of the Philippines	4. Principal Address of Foreign Principal A. Mabini corner P. Ocampo Sr. Streets, Malate, Manila, Philippines 1004

5. Indicate whether your foreign principal is one of the following:

☒ Government of a foreign country¹

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
 Bangko Sentral ng Pilipinas

b) Name and title of official with whom registrant deals
 Diwa C. Guinigundo, Deputy Governor, Monetary and Economics Sector

7. If the foreign principal is a foreign political party, state:

a) Principal address
 NA

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

NA

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

NA

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

NA

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A September 26, 2018	Name and Title	Signature /s/ Sharon Balkam
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Agreement No. : 4700000146

**AGREEMENT FOR ONE (1) YEAR INTERNATIONAL ECONOMIC COMMUNICATIONS
CONSULTANCY SERVICES, AS PER BANGKO SENTRAL NG PILIPINAS (BSP) TERMS OF
REFERENCE**

This **AGREEMENT** is made and entered into by and between:

BANGKO SENTRAL NG PILIPINAS, a government instrumentality duly organized and existing by virtue of Republic Act No. 7653, with principal office and postal address at A. Mabini corner P. Ocampo Sr. Streets, Malate, Manila, herein duly represented by its Deputy Governor, Monetary and Economics Sector, **DIWA C. GUINIGUNDO**, hereinafter referred to as the "**OWNER**";

-and-

BURSON-MARSTELLER (HONG KONG) LIMITED, a consultancy and advisory company, with principal place of business at 23/F Chinachem Exchange Square, 1 Hoi Wan Street, Quarry Bay, Hong Kong SAR, represented herein by its CEO and Market Leader, **GEORGE WILLIAM GODSAL**, who is duly authorized for this purpose, hereinafter referred to as the "**CONSULTANT**".

-WITNESSETH-

WHEREAS, on 30 January 2018, the **OWNER** posted the Request for Expression of Interest (REI) and pertinent eligibility documents for One (1) Year International Economic Communications Consultancy Services, as per Bangko Sentral ng Pilipinas (BSP) Terms of Reference (hereafter, the "Project") and published the same on 01 February 2018;

WHEREAS, on 05 April 2018, the Assistant Governor, Treasury Department and Executive Management Services Coordinator, upon the recommendation of the Bids and Awards Committee – Head Office (BAC-HO), declared the **CONSULTANT** as short listed for the Project; and on 06 April 2018, BAC-HO issued the Invitation to Submit Technical and Bid Proposal and pertinent bidding documents to the **CONSULTANT**;

WHEREAS, the **CONSULTANT** responded to **OWNER's** invitation and submitted the Single Rated and Responsive Bid for the Project;

WHEREAS, on 08 June 2018, the BAC-HO, pursuant to its authority under Section 12 of Republic (Rep.) Act No. 9184, recommended to the Deputy Governor, Monetary and Economics Sector, the approval of the award of contract to the **CONSULTANT** for the Project;

WHEREAS, on 13 June 2018, the Sector-in-Charge, Monetary and Economics Sector, approved the recommendation of the BAC-HO under its Resolution No. 2018-0640-A092 dated 08 June 2018, endorsing the award of contract to the **CONSULTANT** for the Project, in the total contract amount of USD300,000.00, net of taxes, inclusive of administrative and bank charges (equivalent to Php15,540,000.00 based on BSP

Reference Rate of USD1.00=Php51.800 prevailing on 11 May 2018, opening of financial proposal);

WHEREAS, in a letter dated 19 June 2018, the **OWNER** sent the Notice of Award which was received and acknowledged by the **CONSULTANT** on 20 June 2018;

NOW THEREFORE, for and in consideration of the mutual covenant and stipulations herein set forth, the parties agree and stipulate as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them under applicable procurement laws and regulations;
2. The following documents shall be deemed to form and be read and construed as integral parts of this Agreement, viz.:
 - A. Request for Expression of Interest;
 - B. Bulletin No./s 1, 2 and 3 dated 14, 20 February and 06 March 2018;
 - C. Invitation to Submit Technical and Bid Proposal;
 - D. General and Special Conditions of Contract;
 - E. Terms of Reference (TOR);
 - F. Consultant's Technical Proposal;
 - G. Consultant's Financial Proposal;
 - H. Minutes of Negotiation Meeting;
 - I. Certification of Availability of Funds;
 - J. Notice of Award;
 - K. Performance Security; and
 - L. All other Bidding Documents/Statements not specifically mentioned herein but are part of the bid and award processes.
3. In consideration of the payments to be made by the **OWNER** to the **CONSULTANT** as hereinafter mentioned and to be disbursed based on Schedule of Payments under the BSP TOR, the **CONSULTANT** hereby covenants with the **OWNER** to provide services in conformity in all respects with the provisions of the Agreement;
4. The **OWNER** hereby covenants to pay the **CONSULTANT**, in consideration of the provision of the services and the remedying of defects therein, in the total amount of Three Hundred Thousand US Dollars (USD300,000.00), net of taxes, inclusive of administrative and bank charges;
5. The contract duration is one (1) year to commence on the date stipulated in the Notice to Proceed (NTP) to be issued by Investor Relations Office, **OWNER**, unless terminated earlier at the instance of either party upon thirty (30) days prior written notice;
6. The **OWNER** shall impose liquidated damages, not by way of penalty, in an amount equivalent to 1/10 of 1% of the total value of the unperformed portion for every day of delay, collectible from any money due or which may become due to the **CONSULTANT**, or in the absence or insufficiency thereof, from the performance security, at the option of the **OWNER**. For purposes of computing the liquidated damages, the day of delay shall be reckoned from the commencement date stated in this Agreement, in the NTP or in the Delivery Schedule, whichever is applicable;
7. The employees of the **CONSULTANT** are not employees of the **OWNER**; neither is there an employer-employee relationship between the **OWNER** and the **CONSULTANT**;

8. This Agreement shall take effect on the date the parties signed this Agreement as indicated below their signature. If the parties signed on different dates, the reckoning date of the execution of this Agreement shall be the later date;

IN WITNESS whereof, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year written below.

BANGKO SENTRAL NG PILIPINAS

By:  By:

DIWA C. GUINIGUNDO

Deputy Governor

Monetary and Economics Sector

Date 8 Aug 2018

BURSON-MARSTELLER (HONG KONG) LIMITED



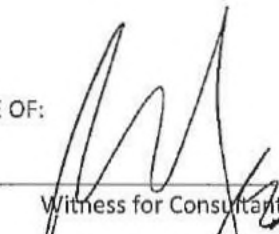
GEORGE WILLIAM GODSALL

CEO and Market Leader

Date 24 July 2018


ELIZABETH VICTORIA I. MEDINA-NAVARRO
Director

SIGNED IN THE PRESENCE OF:


Witness for Consultant

WONG CHE MING
NOTARY PUBLIC, HONG KONG SAR.
1st Floor, CTS House,
78-83 Connaught Road C.,
Hong Kong.



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES }
 CITY OF MANILA } S.S.
 City of _____

BEFORE ME, a Notary Public, for and in the City of CITY OF MANILA, Philippines,
 this 08 AUG 2018 2018 personally appeared:

NAME	BSP I.D. CONTROL NO.	VALIDITY/PLACE OF ISSUE
DIWA C. GUINIGUNDO		

identified by me through competent evidence of identity to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his own free and voluntary act and deed and that of BSP whom he represents with full authority to sign the instrument.

This instrument consisting of five (5) pages is signed by the parties, together with their instrumental witnesses, on all pages including this page whereon the acknowledgement is written.

WITNESS MY HAND AND SEAL at the place and on the date first above written.

NOTARY PUBLIC

Doc. No. 171;
 Page No. 35;
 Book No. 5;
 Series of 2018.


 ATTY. ALAIN BERT G. REGIS
 Notary Public
 For and in the City of Manila
 Appointment No. 2017 - 115
 Commission Expires on 31 December 2018
 Roll of Attorneys No. 65951
 Admitted to the Bar: 2016
 PTR No. 7084485 / 26 January 2018 / Manila
 Lifetime No. 014923 / 23 May 2016 / Quezon City
 Rm. 313, 5-Storey Bldg., BSP Complex
 A. Mabini St., Malate, Manila

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES }
CITY OF _____ } S.S.

BEFORE ME, a Notary Public, for and in the City of _____, Philippines,
this ___ day of _____ 2018 personally appeared:

NAME	PASSPORT NO./ GOVERNMENT-ISSUED I.D. NO.	DATE/PLACE OF ISSUE
GEORGE WILLIAM GODSAL		

identified by me through competent evidence of identity to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his own free and voluntary act and deed and that of Burson-Marsteller (Hong Kong) Limited whom he represents with full authority to sign the instrument.

This instrument consisting of five (5) pages is signed by the parties, together with their instrumental witnesses, on all pages including this page whereon the acknowledgement is written.

WITNESS MY HAND AND SEAL at the place and on the date first above written.

NOTARY PUBLIC

WONG CHE MING
NOTARY PUBLIC, HONG KONG S.S.
1st Floor, CTS House,
78-83 Connaught Road C.
Hong Kong.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2018.